

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (hereinafter "AGREEMENT") is made by and between Plaintiff, RICKY MONTEILH (hereinafter "PLAINTIFF"), and Defendants, COUNTY OF LOS ANGELES, MARICRUZ TREVINO, EDYTH REDMOND and EVELYN GONZALEZ and its/their agents, employees, attorneys, representatives, insurance carriers, successors, and assigns (hereinafter collectively "COUNTY DEFENDANTS") (PLAINTIFF and COUNTY DEFENDANTS will be collectively referred as "SETTLING PARTIES") in connection with United States District Court, Case No. CV10-8183SVW, entitled Ricky Monteilh vs. County of Los Angeles, et al.

RECITALS

A. This action is brought by PLAINTIFF alleging violation of civil rights in connection with the detention of dependent minor JAKE MONTEILH on *July 29, 2009* without a warrant.

B. On *October 29, 2010*, PLAINTIFF filed a Federal civil rights complaint in U.S. District Court, Central District, naming COUNTY DEFENDANTS and the CITY OF WEST COVINA as defendants. The operative pleading is the First Amended Complaint filed on *April 6, 2011*, which asserts three counts, namely (1) Violation of Civil Rights – Warrantless Removal vs. GONZALEZ/ REDMOND/TREVINO and FIGUEROA/MOSELY; (2) Violation of Civil Rights – Warrantless Entry vs. GONZALEZ and FIGUEROA/MOSELY; and (3) *Monell* related claims vs. COUNTY and CITY.

C. On *May 25, 2011*, after several rounds of informal settlement discussions with PLAINTIFF the SETTLING PARTIES reached a conditional settlement subject to Los Angeles County's approval process, which includes ultimate approval by the Los Angeles County Board of Supervisors, as between them.

NOW THEREFORE, in consideration of the foregoing promises set forth below, it is agreed:

1.0 **SETTLEMENT TERMS:** The settlement terms entered into between the SETTLING PARTIES on the pending matter are as follows:

- COUNTY payment to **PLAINTIFF**'s counsel by check payable to "Robert R. Powell Attorney Client Trust Account" in the total sum, inclusive of attorney's fees and costs of Three-Hundred Thousand Dollars (\$300,000.00) in full and final settlement of any and all pending claims by **PLAINTIFF** against **COUNTY DEFENDANTS**;
- The operative complaint to be Dismissed with Prejudice as to **COUNTY DEFENDANTS** upon completion of all settlement terms;
- All settlement terms are subject to COUNTY approval process which COUNTY will use its best efforts to obtain within Sixty (60) days after the receipt by COUNTY of a fully executed AGREEMENT¹;
- COUNTY DEFENDANTS agree to cooperate with **PLAINTIFF**'s counsel relative to their appearance at the Trial in this matter should their testimony be required and will have them be "on call" with no less than 24 hours advance notice of when they will be required to be present in court;

2.0 DISMISSAL OF COMPLAINT WITH PREJUDICE: Concurrently upon execution of this AGREEMENT by **PLAINTIFF**, and his counsel, **PLAINTIFF**, through his counsel, shall provide the attorneys for **COUNTY** with an executed dismissal with prejudice of the pending Complaint in its entirety for filing with the Court. Conformed copies of said dismissal shall be forwarded to **PLAINTIFF**'s counsel upon receipt.

3.0 RELEASE FROM ALL CLAIMS AND LIABILITIES: Except for the obligations arising out of this AGREEMENT, **PLAINTIFF** does hereby waive, release, acquit and discharge from the beginning of time, and in and for the future **COUNTY DEFENDANTS** of and from any and all sums of money, accounts, claims, demands, contracts, actions, liabilities, debts, controversies, agreements, damages and causes of action (collectively hereinafter referred to as "CLAIMS") whatsoever, of whatever kind or nature, whether known or unknown, contingent or liquidated, suspected or unsuspected, which **PLAINTIFF** now owns, holds, has or claim to have against the **COUNTY DEFENDANTS** specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, damages, demands and causes of action, known or unknown, contingent or liquidated, suspected or unsuspected, by reason of any matter or thing

¹ If COUNTY does not complete the settlement process within 75 days, **PLAINTIFF** shall have the discretion to terminate this Agreement at his sole discretion. In no event shall COUNTY be liable for any damages arising out of any termination pursuant to this paragraph.

alleged or referred to, directly or indirectly, or in any way connected with or arising out of all or any of the matters, facts, events, occurrences, alleged or referred to in the litigation or in the dependency action which is currently pending before the Juvenile Court or in any way associated with the alleged incidents referenced in and/or connected to the matters at issue. It is the specific and express intention that this AGREEMENT dispose of all of **PLAINTIFF's CLAIMS** as against the **COUNTY DEFENDANTS** from the beginning of time to the future, and that the waivers and releases provided in this paragraph and set forth in Paragraph 4.0 herein below shall constitute, be deemed understood and act as a full release of all past, present and future CLAIMS that may arise from the herein mentioned matters and issues as set forth in the recitals hereinabove or alleged or referred to in the litigation.

4.0 WAIVER OF CIVIL CODE § 1542: With respect to the specific subject matter of the releases set forth in Paragraph 3.0, above, **PLAINTIFF** hereby waives against the **COUNTY DEFENDANTS** all rights under California Civil Code § 1542 which states in pertinent part as follows:

"A general release does not extend to claims which the creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

PLAINTIFF understands and acknowledges the significance and consequence of the specific waiver of § 1542 of the California Civil Code along with the benefit and effect of California Civil Code § 1542 and hereby assume full responsibility for any and all injuries, damages, losses, expenses and CLAIMS hereinafter incurred by the abovementioned disputes and/or CLAIMS.

5.0 ADVICE OF COUNSEL: **PLAINTIFF** warrants and represents that the independent advice of legal counsel has been obtained by **PLAINTIFF** prior to signing this AGREEMENT. **PLAINTIFF** executes this AGREEMENT voluntarily, with full knowledge of its significance and with the expressed intention of extinguishing all obligations, except as expressly set forth herein.

6.0 SUCCESSORS AND ASSIGNS: **PLAINTIFF** understands and agrees that the agreements, undertakings, acts and other things done or to be done by **PLAINTIFF** in this AGREEMENT shall run to and be binding upon **PLAINTIFF** and his heirs, successors, executors, administrators and assigns.

7.0 ENTIRE AGREEMENT: This document contains the entire AGREEMENT and understanding of the parties concerning the subject matter of this AGREEMENT, and supersedes and replaces all prior negotiations and agreements, written or oral. PLAINTIFF acknowledges that no other party, agent, attorney, employee or representative of COUNTY DEFENDANTS has made any promise, or representation or warranty not contained herein. This is an integrated AGREEMENT.

8.0 WARRANTY OF NO TRANSFER: PLAINTIFF hereby represents and warrants that he has not heretofore assigned and transferred, or purported to have assigned or transferred to any person, firm or corporation whatsoever, any of the CLAIMS released under this AGREEMENT.

9.0 COMPROMISE OF DISPUTED CLAIMS: PLAINTIFF understands and agrees that by payment of the settlement sums referred to in paragraph 1.0 of this AGREEMENT, COUNTY DEFENDANTS do NOT admit any liability on their part, but that such settlement is the compromise of disputed claims and is made solely to avoid the cost and risk of continued litigation.

10.0 Each party shall bear its own costs and attorneys' fees incurred in this lawsuit.

11.0 This AGREEMENT shall be enforceable pursuant to California Code of Civil Procedure § 664.6 and construed pursuant to the laws of the State of California. The Court shall further retain jurisdiction over the parties to enforce the terms of this AGREEMENT.

12.0 This AGREEMENT may be executed in counterparts and shall be effective when fully signed.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE AGREEMENT AND FULLY UNDERSTAND IT.

DATED: June 21, 2011

RICKY MONTEILH

By: 
RICKY MONTEILH

APPROVED AS TO FORM:

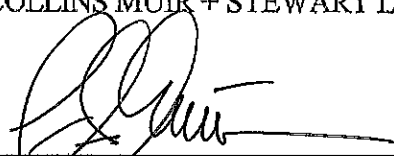
DATED: June 22, 2011

LAW OFFICES OF ROBERT R. POWELL

By: 
ROBERT R. POWELL, Esq.
Attorneys for Plaintiff, RICKY MONTEILH

DATED: July 8, 2011

COLLINS COLLINS MUIR + STEWART LLP

By: 
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ANGELES; MARICRUZ TREVINO; EDYTH
REDMOND; EVELYN GONZALEZ